

## ITO Service Conditions (ISC)

### 1. Applicability of the ISC, Precedence of mandatory law

- 1.1. The ISC covers all contracts and services provided by ITO, unless the exceptions outlined in Article 2.3 apply. General terms and conditions or other pre-formulated contract terms used by the principal (Customer) do not apply, even if they simply contain additional provisions to the ISC.
- 1.2. Only mandatory statutory provisions take precedence over the ISC.

### 2. Scope of application

- 2.1. The ISC cover all freight forwarding contracts undertaken by ITO as contractor for all activities, regardless of whether they are freight forwarding, carriage of goods (by air, sea, road and/or train), warehousing or other, typical services pertaining to the freight forwarding business, such as customs handling, tracking and tracing of goods or cargo handling.
- 2.2. The ISC also apply to all typical logistical services included in freight forwarding, if these are in relation to the transport or warehousing of goods, in particular to activities such as the creation of loading units, consignments, labelling, weighing of goods and returns processing.

### 3. Awarding of contracts, Information requirements, Special goods

- 3.1. Prior to placing an order, the Customer is obliged to give timely notice of all relevant conditions and information affecting the carrying out of the same.
  - 3.1.1. This includes all relevant data required for carrying out the service, such as addresses, signs, numbering and amounts of packages or otherwise specified amounts, type, composition and characteristics of the goods (such as live animals and plants, perishability), the gross weight (including packaging and loading devices), delivery times and the value of the goods (for example for customs purposes).
  - 3.1.2. In particular, the Customer must advise ITO regarding:
    - a. all Public-legal duties and safety regulations, such as duties relating to customs, foreign trade regulations (particularly those relating to goods and people as well as specific country embargos) and legal safety statutes.

- b. in case of carriage of goods by sea, all relevant data relating to safety statutes, such as the International Convention for the Safety of Life at Sea (SOLAS).
- c. intellectual property rights of third parties, such as trademark and license limitations which are connected to the possession of the goods, including legal or regulatory hindrances capable of prejudicing the processing of the order.
- d. specific technical requirements for transportation and particular cargo securing means to be supplied by ITO.

3.2. In case of dangerous goods, the Customer must inform ITO in text (email, telefax or mail) form regarding the quantity and specific nature of the hazard including - if required - the necessary safety measures. Furthermore, the Customer must provide the relevant classification according to the relevant dangerous goods laws and, at the latest, during the handover of the goods, supply the required documentation.

In particular, hazardous goods are defined as goods that fall in the scope of application of statutes and regulations relating to hazardous goods, such as provisions covering dangerous materials, water or garbage.

3.3. In case of valuable or theft-sensitive goods, the Customer must inform ITO in text form regarding the type and value of the goods and the current risks involved to enable ITO to assess the acceptance of the order or take appropriate measures for the safe and damage free completion of said order. Valuable goods are classified as those that, at the time and place of taking over, have an actual value of at least 25 USD/kg or 10,000 USD/per packed item.

Theft-sensitive goods are those exposed to an increased risk of robbery and theft, such as money, precious metals, jewellery, watches, precious minerals, art, antiques, check books, credit cards and/or other payment means, stocks and security papers, documents, spirits, tobacco, entertainment electronic goods, telecommunications goods, IT equipment and accessories.

3.4. In cases when an order issued to ITO does not comply with the ISC requirements, ITO is free to:

3.4.1. refuse the receipt of goods,

3.4.2. return goods already received and to keep it in readiness for collection,  
or

3.4.3. complete the order without further information to the Customer and subsequently claim an appropriate additional charge, in cases where a safe and damage-free completion of the order increases costs.

3.5. ITO is not obliged to check the information supplied by the Customer, or to make additions to it.

3.6. Remarks, such as Trade Fair Goods or Urgent, contained in the order neither oblige ITO to arrange for faster completion of the order, such as via express delivery, nor to make preferential dispatch arrangements.

#### **4. Assumption of additional service duties by ITO**

4.1. In the absence of a separate agreement in the order supplied to ITO, the service does not include:

4.1.1. the packaging of goods,

4.1.2. weighing and inspection of goods, or measures to preserve or improve goods or their packaging, unless it is standard business practice,

4.1.3. the supply or replacement of pallets or other loading and packaging support materials (pallets)

4.1.4. the loading and unloading of goods, unless otherwise indicated by circumstances or common usage.

Drivers who assist in the loading or unloading of goods without a contractual agreement, act exclusively on the instructions and under the supervision of the Customer. They are servants of the Customer and come under their legal responsibility, except in cases when loading or unloading has occurred on driver's own initiative.

4.1.5. returns, detours and hidden additional cargo,

4.1.6. a transshipment ban,

4.1.7. shipment tracking systems.

4.2. Whenever ITO arranges services in the interest of the Customer according to Article 4.1 or carries out such services, ITO is entitled to a remuneration

according to local standards or otherwise an appropriate remuneration, even in the absence of a prior agreement.

## **5. Contact person, Electronic communication and Documents**

5.1 At the request of a contracting party, each side will nominate one or more contact persons to receive information, explanations and enquiries regarding the fulfilment of the contract and exchange names and addresses. If either contracting party fails to provide details for a contact person, then the relevant signatory to the contract shall be the designated contact person.

5.2 In the absence of a written agreement, statements by warehousing or transport personnel require approval from ITO to be considered valid.

5.3 The Customer takes care of the required declarations to be supplied by the Customer's shipper or consignee during the fulfilment of the contract at the place of loading and delivery, and of real actions, such as delivery and receipt of the goods.

Shipper is the person identified in the contract or in a valid instruction from which the goods are to be collected.

5.4 If the contracting parties have agreed to the electronic data exchange using electronic standards, such as Edifact, to fulfil the order, then either party is entitled to create, send and exchange declarations and notifications by electronic means (electronic data interchange), as long as the transmitting party is clearly identified. The transmitting party carries the responsibility for the validity and loss of any sent data. The electronic data interchange also includes electronic billing, in as much as tax regulations permit.

5.5 The contracting parties are responsible for ensuring their IT systems are ready for operation and that data can be processed appropriately, including the usual safety and control measures, to protect the electronic data exchange and prevent unauthorized access, modification, loss or destruction by third parties. The transmitting party is responsible for the risk of loss, and the validity and integrity of sent data, up to the interface agreed, otherwise the interface commonly accepted. If the communication between two data processing systems requires the provision of a common IT-interface by ITO, the costs incurred for the necessary work shall be borne by the Customer. Each party is responsible for the costs associated with the establishment, operation and maintenance of their own IT system and their own electronic data interchange

(EDI) and remote data transmission connections. All contracting parties are obliged to give timely notification of any changes to their IT systems that could affect the electronic data interchange.

5.6 Electronic or digital documents, in particular proof of deliveries, shall be considered equal to written documents.

Furthermore, each party is entitled to archive written documentation in exclusively electronic or digital format and to eliminate originals, always in consideration of the legal regulations regarding the same.

## **6. Customs clearance and other statutorily required handling of goods**

6.1. ITO is entitled to make customs clearance dependent on issuance of a written power of attorney that assigns direct representation.

6.2. The Customer is responsible for supplying ITO with all information, certificates and other documentation required, such as customs classification, for the correct processing of customs or other statutorily required handling of the goods, including, but not limited to, security checks for air freight shipments.

6.3. If the order to ITO relates to the shipping of goods to a foreign destination, ITO is entitled to act in regards to the customs, security or other statutorily required handling of the goods, if the transport of the goods to the agreed destination would be impossible without such action. ITO is hereby

6.3.1. entitled to act in the name of the Customer, when such authority has been granted,

6.3.2. entitled to open packages whenever such action is necessary to comply with statutorily required controls (for example, ITO as regulated agent), and to subsequently take all measures necessary to complete the order, such as repackaging the goods.

6.4. If the order to ITO relates to a shipment under customs supervision, ITO is entitled to fulfil all the formalities and to advance payments required by customs if, without such actions, the completion of the order and, in particular, the delivery of goods to the consignee, would be impossible.

6.5. Whenever ITO arranges services in the interest of the Customer according to Articles 6.3 and 6.4 or carries out such services, ITO is entitled to a

remuneration according to local standards or otherwise an appropriate remuneration, even in the absence of a prior agreement.

## **7. Packaging and labelling duties of the Customer**

7.1. The Customer must clearly and permanently label all packages with their required identifications, such as addresses, marks, numbers and symbols relating to the handling and characteristics of the goods. Obsolete identification marks must be removed or garbled.

7.2. Furthermore, the Customer is responsible for:

7.2.1. identifying all items belonging to the same shipment, to ensure easy recognition,

7.2.2. ensuring that the contents of packaged items cannot be accessed without leaving external traces. Packing tape, rings or similar securing methods are only sufficient if they are unique or otherwise difficult to copy. Foil packaging is only acceptable if it has been securely sealed,

7.2.3. ensuring that combined shipments made up of multiple items or units with a girth dimension of less than 1 m (maximum volume plus the longest edge) are bundled together into larger items,

7.2.4. consolidation of hanging shipments consisting of several items into sealed wrapped units for easier handling,

7.2.5. marking packing units with a gross weight of at least 1,000 kilograms (kg) with a weight specification,

7.2.6. to ensure neutral packaging for valuable or theft-sensitive goods.

7.3. Packages are single items or units formed by the Customer for the fulfilment of the order, for example boxes, grid boxes, palettes, handling units, closed loading bins, such as covered wagons, wagons with tarpaulin covers, semi-trailers, swap bodies, containers or igloos, which ITO must handle as one ensemble.

7.4. Whenever packages do not comply with the conditions listed in Articles 7.1 and 7.2, Article 3.4 applies accordingly.

## **8. Receipt**

8.1. Upon request by the Customer, ITO has a duty to issue a certificate of receipt with reservations noted, if necessary. The certificate of receipt issued by ITO only confirms the number and type of packages, not their content, value, weight or other measurements.

8.1.1. in case of previously loaded or sealed loading units, such as containers or swap bodies and previously transmitted data (Article 5), the accuracy of the certificate of receipt regarding quantity and type of loaded packages is vitiated, if ITO notifies the Customer on differences (in quantity) or damages, immediately after unloading the loading unit.

8.1.2. in case of doubt, the certificate of receipt does not confirm the gross weight or otherwise indicated measurements for mass goods, wagonloads, containers or other, previously loaded units.

8.2. ITO must request proof of delivery from the consignee in form of a delivery receipt listing all packages as outlined in the order or other accompanying documentation. Should the consignee refuse to issue a delivery receipt, ITO must request instructions from the Customer. In cases where the cargo has already been unloaded, ITO has the right to take it back into his possession.

The Customer can only demand the delivery receipt for a period of six months after the goods have been delivered.

8.3. In cases where a consignment note, sea way bill, consignment bill or a bill of lading have been issued, these count as certificate of receipt or delivery receipt. Article 8.1 and 8.2 apply accordingly.

8.4. The certificate of receipt and delivery receipt can also be issued electronically or digitally, unless the Customer requests the issuing of a consignment note, sea way bill, consignment bill or bill of lading.

## **9. Instructions**

Upon conclusion of the contract, ITO must follow all instructions regarding the cargo, unless carrying out such instructions poses disadvantages to his business or damages to consignments of other customers or consignees.

## **10. Freight payment, Cash on delivery**



10.1. Notifications by the Customer to the effect that the order should be executed freight collect or for the account of the consignee or a third party, for example according to Incoterms, do not exempt the Customer from his obligation to pay ITO its remuneration and outlays, including freights, customs charges and other expenses.

10.2. The notification according to Article 10.1 does not concern cash on delivery instructions.

## **11. Default of loading and delivery times, demurrage**

11.1. In cases where the Customer must load or unload the vehicle, the Customer has the obligation to do so within the agreed, otherwise within a reasonable time.

11.2. In the absence of a separate agreement, the time for loading and unloading road transport vehicles – irrespective of the number of shipments per loading or unloading location – shall be

11.2.1. for goods of any kind loaded on pallets:

- a. up to ten (Euro or similar)–pallet storing positions: maximum 30 minutes
- b. up to twenty (Euro or similar)–pallet storing positions: maximum 60 minutes
- c. more than twenty (Euro or similar)–pallet storing positions: maximum 90 minutes

11.2.2. in all other cases, for goods (excluding bulk goods) with a handling weight

- a. up to three tons: maximum 30 minutes,
- b. up to seven tons: maximum 60 minutes,
- c. more than seven tons: maximum 120 minutes

11.3. The loading or unloading time begins with the arrival of the road vehicle at the designated loading or unloading location (for example, by notifying the gate keeper), and ends when the Customer has completed all its duties and has cleared the departure of the road vehicle.

However, if the using of a time slot management system has been agreed for the arrival of road vehicles at the loading and unloading location, the



loading and unloading time does not begin before the agreed presentation time.

- 11.4. In cases where the contractually agreed loading and unloading time are not maintained due to reasons beyond ITO's scope of responsibility, the Customer must pay ITO the agreed otherwise commonly accepted demurrage fees. Standard fee is USD 30 per hour.
- 11.5. The aforementioned provisions apply accordingly
- 11.5.1. when the Customer has committed to prepare the goods for loading or to accept them after unloading,
- 11.5.2. in case of transport interruptions beyond ITO's scope of responsibility, contrary to the statement in Article 11.2 and in the absence of a deviating agreement, a waiting time of 30 minutes is deemed to be agreed.

## **12. Performance hindrances and force majeure**

- 12.1. In cases where ITO is unable to take over the goods, or unable to take them over on time, ITO must immediately notify and seek instruction from the Customer. If ITO cannot within a reasonable time obtain instructions which ITO would have to follow, ITO shall take such measures as appear to be in the best interests of the person entitled to dispose over the goods. For example, ITO may unload and store the goods, entrust them to a third party for safekeeping or return them for the account of the person entitled to dispose over them; if ITO entrusts the goods to a third party, ITO shall be liable only for the careful selection of the third party. ITO may also have the goods sold if they are perishable or if the condition of the goods justifies such a measure or if the costs otherwise incurred are disproportionate to the value of the goods. ITO may destroy unusable goods.
- 12.2. Performance hindrances that do not fall within the scope of responsibility of either contracting party, disengages said parties of their performance duties for the duration of the hindrance and the extent of its impact. If ITO waits beyond the loading or unloading time due to a contractual agreement or for reasons which are not attributable to his area of risk, ITO shall be entitled to an appropriate remuneration (demurrage). Such performance hindrances are defined as force majeure, civil unrest, war or acts of terrorism, strikes and lock-outs, official measures by authorities, transport route blockages, and any other unforeseeable, unavoidable and serious events.

In case of a performance hindrance, the contracting parties are obliged to notify the other party immediately.

### **13. Delivery**

13.1. In cases where unloading does not begin within the unloading time (Article 11), ITO is entitled to interpret that as a delivery hindrance. In this case, ITO must immediately notify the Customer and request for relevant instructions. If ITO cannot within a reasonable time obtain instructions which ITO would have to follow, ITO shall take such measures as appear to be in the best interests of the person entitled to dispose over the goods. For example, ITO may unload and store the goods, entrust them to a third party for safekeeping or return them for the account of the person entitled to dispose over them; if ITO entrusts the goods to a third party, ITO shall be liable only for the careful selection of the third party. ITO may also have the goods sold if they are perishable or if the condition of the goods justifies such a measure or if the costs otherwise incurred are disproportionate to the value of the goods. ITO may destroy unusable goods.

13.2. In cases where the consignee is absent at the designated home, business or shared location address and if the consignee resides therein, the goods may be delivered to:

- a. an adult family member; a family employee; or an adult with permanent residence at the designated home address,
- b. an employee at the designated business location.
- c. to a manager or representative authorised to receive the goods at the designated shared location always assuming there are no obvious doubts regarding the entitlement to receive the goods of the person in question.

13.3. In cases where ITO and Customer have agreed on delivery without the presentation to an actual person (for example, night storage and garage facilities or assembly line deliveries), delivery is deemed to have taken place on the actual physical deposit of the goods at the agreed location.

### **14. Information and restitution duties of ITO**

14.1. ITO has the duty to supply the Customer with the required information and, upon request, with the status of the business as well as to demand accountability upon completion. However, ITO is only obliged to reveal costs, if ITO was working on client's account.

14.2. ITO has the duty to return anything to the Customer that was received by carrying out and managing the business.

## **15. Warehousing**

15.1. ITO decides in its discretion if warehousing takes place in its own facilities or those of third parties. Whenever warehousing takes place at a third party warehouse, ITO must supply timely information regarding its name and location to the Customer or, whenever a warehouse warrant has been issued, to make a note of the information on the same.

15.2. Customers who inspect or commission an inspection of the warehouse must immediately impose all objections or complaints regarding the storage of the goods or the choice of the warehouse. If the Customer does not make use of his inspection right, he endorses the objections regarding the type and nature of storage, if these objections could have been observed during an inspection and if the Freight Forwarder has chosen the warehouse location and accommodation with the due diligence of a prudent ITO.

15.3. Customer's inspecting of goods or commissioning of an inspection must respect the normal business hours of ITO and, on ITO's request, must accept to an inspection in company of ITO.

15.4. Customers who undertake actions with the goods, such as taking test samples, must agree, on request by ITO, to a joint inspection and determination of the number, weight and characteristics of the goods. If the Customer refuses this request, ITO is not liable for any damages determined later, unless the action undertaken did not cause the damage.

15.5. The Customer is liable for all damages to ITO, customers or other third parties caused by him, his employees or representatives entering the warehouse or entering or driving on the warehouse premises, unless the damage was not the fault of the Customer, his employees or representatives.

15.6. Unless otherwise agreed:

15.6.1. warehousing begins with the unloading of the delivery vehicle and ends with the loading of the receiving vehicle,

15.6.2. inventory management is via ITO's inventory accounting,

15.6.3. there is one physical inventory inspection per year.

15.7. If ITO, upon conclusion of the contract, develops reasonable doubts that the value of the goods assures its claims, ITO is entitled to give the Customer a reasonable deadline to either secure the claims of ITO or to seek alternative warehousing arrangements. Should the Customer fail to do so, ITO is entitled to terminate the contract with immediate effect.

## **16. Quotation and remuneration**

16.1. Quotations of ITO and agreements with ITO about prices and services refer exclusively to expressly listed services, goods of standard dimensions and weights as well as an essentially unchanged cargo, order quantity or quantity structure.

Quotations presume normal, unmodified transport conditions, unimpeded connecting ways, the possibility of immediate forwarding, the remaining validity of the underlying freight, exchange rates and tariffs of the agreement, rates and tariffs, unchanged data processing requirements, quality assurance arrangements and operational instructions. Furthermore, they presume unmodified public taxes, fuel and personnel costs, unless such changes were predictable, given the circumstances, at the time of conclusion of the contract.

16.2. In case of cash on delivery or other collection order being cancelled after shipping has begun, or the consignee does not pay, ITO is still entitled to ask for commission.

## **17. Expenditures and right of recourse by ITO**

17.1. ITO is entitled to ask for refund of expenses properly incurred, in particular those relating to common contributions, detention or demurrage charges, including additional packaging to protect the goods.

17.2. If the Customer instructs ITO to receive goods and if, on reception of the goods by ITO, freight, cash on delivery, customs duties, taxes, or other expenses and charges are incurred, ITO is entitled – but not obliged – to pay them according to the circumstances he has properly assessed, and to claim reimbursement from the Customer.

17.3. On request, the Customer must immediately indemnify ITO for expenditures, such as freight, common contributions, customs duties, taxes and other fees

demanded from ITO, in particular acting as a person authorised to dispose or as possessor of goods belonging to third parties, unless ITO is not responsible for their accrual.

17.4. The Customer must also indemnify ITO and its vicarious agents from all claims made by third parties provided that these claims are assigned to the Customer and its vicarious agents.

## **18. Invoices, foreign currencies**

18.1. Invoices of ITO are due immediately and their maturity is not dependent on presenting a delivery receipt.

18.2. Regarding foreign Customers or consignees, ITO is entitled to ask whether to receive payment in the relevant foreign or in local or currency or in Euro.

18.3. If ITO owes foreign currency or has advanced foreign currency amounts, ITO is entitled to ask for payment in either the relevant foreign currency or in local currency or in Euro. In the case of local currency or Euro, currency conversion is made according to the official exchange rate on the day of payment, unless it can be proven that a different exchange rate must be used or was paid.

18.4. Payment according to a credit memo procedure must be expressly agreed. Irrespective of this, all credit memos are to be issued and paid immediately, upon completion of services.

## **19. Set-off, Retention**

In the face of claims arising from the freight forwarding contract and associated non-contractual claims, set-off or retention is only permitted when the claim is uncontested, ready for decision or legally established.

## **20. Lien and retention rights**

20.1. ITO has a lien on all goods in his possession or other valuables in connection with any claim, whether due or not for any services for his Customer in accordance with Article 2.1.

20.2. ITO may exercise its lien for claims arising out of other contracts with the Customer only if they are undisputed or if the financial situation of the debtor puts the claims of ITO at risk. Lien rights can be exercised according to the legally established provisions, providing:

20.2.1. the threat and the required notifications about the lien exercise and the sale of the pledged items by ITO shall be forwarded to the consignee,

20.2.2. The sale may not take place before two weeks have elapsed after the threat. If the threat is inadvisable, the two week period is calculated from the date of the entitlement to sell.

20.3. The Customer is entitled to prohibit the exercise of the lien by granting an equivalent security for its claims, such as a directly enforceable bank guarantee.

## **21. Liability of ITO, Subrogation of claims of reimbursement**

21.1. ITO is liable for damages (loss, damage, destruction or delay) to goods according to the statutory provisions. However, the following provisions (see Art. 22 of the ISC for details) shall limit the liability of ITO as much as they do not contradict mandatory regulations. In all cases ITO must only reimburse the original cost of the shipment (= cost of production, purchase price of shipper without VAT pp.).

21.2. In case of inventory divergences during the planned storage of goods in a warehouse, ITO is entitled to balance the inventory with positive stock balance differences and stock shortfall of the same Customer for value evaluation.

21.3. If ITO has claims against a third party in case of damages, for which ITO is not liable for, or in cases when ITO has claims exceeding the sum for which ITO is liable, ITO must subrogate such claims to the Customer upon request, unless ITO has a separate agreement to pursue claims on behalf and at the expense of the Customer.

## **22. Liability limitations**

22.1. ITO's liability for damages (loss, damage, destruction or delay) to goods in the custody of ITO is limited to

2 Special Drawing Rights (SDR) for every kg net weight (=weight without any still usable packaging) or USD 100 per package, whichever amount is lesser.

22.2. The liability of ITO for all damages other than damages (loss, damage, destruction or delay) to the goods, excepting damages occurred during ordered warehousing, personal injury and damage to goods of third parties is limited to three times three times payable for the loss of goods in accordance with Article 22.1.

22.2.1. Furthermore, ITO's liability is limited for each case of damage to the maximum amount of 25,000 USD.

22.2.2. any relevant liability provisions in international conventions shall remain unaffected.

22.3. If ITO's liability according to Articles 22.1, 22.2 exceeds the amount of 500,000 USD per damage event, then ITO's liability is, irrespective of how many claims arise from a single damage event, further limited to a maximum amount of 500,000 USD per damage event or to 2 SDR per kg for damage to goods, whichever amount is the higher. When there is more than one claimant, ITO's liability shall be proportionate to individual claims.

### **23. Liability limitations for ordered warehousing and inventories**

23.1. In the case of ordered warehousing, the liability of ITO for damages (loss, damage, destruction or delay) to goods is limited to:

23.1.1. 2 SDR for every kg of the net weight (=weight without any still usable packaging) of the damage to goods or USD 100 per package, whichever amount is lesser.

23.1.2. a maximum of 10,000 USD per damage case.

23.1.3. 25,000 USD per year, in cases where the damage claimed by the Customer bases, contrary to Article 23.1.2, on a difference between calculated stock and actual stock of the inventory, irrespective of the amount and type of inventory taking and the amount of damage cases causing the difference in inventory.

23.2. In case of warehousing upon instruction, ITO's liability for other damages, excluding damages to personal injury or goods of third parties, is limited to 10,000 USD per case of damage.



23.3. In case of warehousing upon instruction, but excluding personal injury or damages to goods of third parties, ITO's liability is always limited to 500,000 USD per damage event, irrespective of how many claims arise from a single damage event. When there is more than one claimant, ITO's liability shall be proportionate to individual claims.

## **24. Non-contractual liability**

The above mentioned liability exclusions and limitations also apply to non-contractual claims.

## **25. Qualified fault**

25.1. Liability exclusions and limitations listed in Articles 22, 23 do not apply when the damage has been caused by:

25.1.1. intent or gross negligence of ITO or executive employee,

25.1.2. infringement of material contractual obligations, whereby such claims are limited to predictable and typical damages, Material contractual obligations are defined as those that initially enable the contractually agreed fulfilment of the freight forwarding contract and on which the contracting partner is entitled to reasonably rely on.

25.1.3. Divergent from Article 25.1.2, the liability limitations of Article 23 could only be waived in case of gross negligent or intentional infringements of material contractual duties.

25.2. Article 25.1 is not applicable on statutory provisions, such as Article 25 Montreal Convention (MC), Article 36 Regles uniformes concernant le Contrat de transport international ferroviaire des marchandises (CIM) or Article 21 CMNI, which extend ITO's liability or expand the imputation of fault of servants or third parties.

## **26. Liability insurance of ITO**

26.1. ITO is obliged to purchase and maintain liability insurance with an insurer of his choice that, as a minimum, covers the ordinary liability amounts of its freight forwarding liability according to this ISC and statutory provisions.

26.2. The agreement of maximum insurance amounts per damage case, damage event and year is permitted as well as the agreement of reasonable deductibles for ITO.

26.3. Upon request, ITO is obliged to provide evidence of the liability insurance and its validity. The presentation of an insurance confirmation is sufficient.

## **27. Confidentiality, Compliance**

27.1. Contractual parties are obliged to maintain confidentiality regarding all information marked as confidential and received during the execution of the freight forwarding contract. Information can only be used for the exclusive purpose of contract fulfilment. Information in the public domain or objectively not requiring secrecy for the other contracting party is excluded.

27.2. Both contracting parties commit to carrying out their contractual duties and to act according to the legal regulations covering their business and to support and obey the principles of the United Nations Global Compact (UNGC), the United Nations Declaration of Human Rights, and the Declaration of the International Labour Organization regarding the 1998 Declaration on Fundamental Principles and Rights at Work, in accordance with national laws and customs. In particular, both parties will commit to:

- a. no child or forced labour
- b. comply to the relevant national laws and regulations regarding working hours, wages, salaries and, in particular, pay the statutory minimum wage, and to comply with any other obligations for employers,
- c. to comply to the current regulations on health and safety at work, and to provide a safe and healthy workplace to ensure the health of employees and to avoid accidents, injuries and work-related illness,
- d. prohibit all discrimination based on race, religion, disability, age, sexual orientation or sex.
- e. comply to international standards on corruption, such as those published in UNGC and to adhere to local anti-corruption and bribery laws.
- f. adhere to all current environmental protection laws and regulations.

## **28. Place of fulfilment, Jurisdiction and Applicable law**

28.1. The legal relationship between ITO and Customer is governed by the local law in force at the location of ITO's branch office dealing with the order or the enquiry.

28.2. The place of fulfilment for all involved parties is the location of ITO's branch office dealing with the order or the enquiry.

28.3. The place of jurisdiction for all disputes and all involved parties arising from the freight forwarding contract, an initial enquiry or are in relation to it, is the location of ITO's branch office dealing with the order or enquiry, in as far as all these parties are merchants. Claims against ITO are exclusively covered by this place of jurisdiction. Then, the aforementioned place of jurisdiction shall be deemed as an additional place of jurisdiction in case of Article 31 CMR and Article 46 § 1 CIM, but not in case of Article 39 CMR, Article 33 MC, Article 28 Convention for the Unification of certain rules relating to international carriage by air (WC).